



UNITED STATES  
PATENT AND  
TRADEMARK OFFICE

AUGUST 27, 2002

PTAS

Under Secretary of Commerce For Intellectual Property and  
Director of the United States Patent and Trademark Office  
Washington, DC 20231  
www.uspto.gov

FOLEY & LARDNER  
M. REED STAHELI  
777 EAST WISCONSIN AVENUE  
MILWAUKEE, WISCONSIN 53202-5367



\*102139337A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 06/24/2002

REEL/FRAME: 013026/0135  
NUMBER OF PAGES: 10

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

PORTER, MICHAEL A.

DOC DATE: 03/19/2002

ASSIGNOR:

MURALIDHARA, HARAPANAHALLI S.

DOC DATE: 03/22/2002

ASSIGNOR:

PURTLE, IAN

DOC DATE: 03/14/2002

ASSIGNOR:

SATYAVOLU, JAGANNADH V.

DOC DATE: 03/20/2002

ASSIGNOR:

SPERBER, WILLIAM H.

DOC DATE: 03/22/2002

ASSIGNOR:

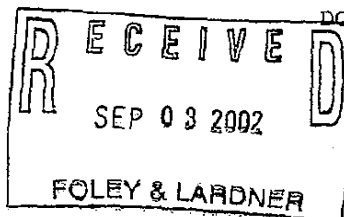
KARLESKIND, DANIELE

DOC DATE: 03/19/2002

ASSIGNOR:

STARK, ANN M.

DOC DATE: 03/20/2002



013026/0135 PAGE 2

ASSIGNOR:  
FRIEDRICH, JANE E.

DOC DATE: 03/19/2002

ASSIGNOR:  
JOHNSON, SCOTT D.

DOC DATE: 03/19/2002

ASSIGNEE:  
CARGILL, INC.  
15407 MCGINTY ROAD W.  
WAYZATA, MINNESOTA 55391

SERIAL NUMBER: 09989743  
PATENT NUMBER:

FILING DATE: 11/20/2001  
ISSUE DATE:

LAZENA MARTIN, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

06-28-2002

Attorney Docket No. 023829-0133

FORM PTO-1595 (modified)

(Rev 6-93)

REC



SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

102139337

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

## 1. Name of conveying party(ies):

1. Michael A. Porter
2. Harapanahalli S. Muralidhara
3. Ian Purtle
4. Jagannadh V. Satyavolu
5. William H. Sperber
6. Daniele Karleskind
7. Ann M. Stark
8. Jane E. Friedrich
9. Scott D. Johnson

Additional conveying party(ies) YES

## 2. Name and address of receiving party(ies):

Cargill, Inc.  
15407 McGinty Road W.  
Wayzata, Minnesota 55391

6-24-02

OFFICE OF PUBLIC RECORDS  
2002 JUN 24 AM 9:35  
FINANCE SECTION

## 3. Nature of conveyance:

ASSIGNMENT

Execution Date:

- |                   |                   |
|-------------------|-------------------|
| 1. March 19, 2002 | 6. March 19, 2002 |
| 2. March 22, 2002 | 7. March 20, 2002 |
| 3. March 19, 2002 | 8. March 19, 2002 |
| 4. March 20, 2002 | 9. March 19, 2002 |
| 5. March 22, 2002 |                   |

Additional name(s) &amp; address(es) attached? NO

## 4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

A. Patent Application Number(s):

09/989,743

B. Patent Number(s):

Additional numbers attached? NO

## 5. Name and address of party to whom correspondence concerning document should be mailed:

M. Reed Staheli  
FOLEY & LARDNER  
777 East Wisconsin Avenue  
Milwaukee, Wisconsin 53202-5367

## 6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

☒ Check Enclosed

Charge to deposit account

8. Deposit account number: 06-1447

DO NOT USE THIS SPACE

## 9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

M. Reed Staheli

6/17/02

Name of person signing

Signature

Date

Registration No. 47,949

06/27/2002 DBYRHE 00000171 09989743

01 FC:581

40.00 OP

Total number of pages including cover sheet, attachments, and document: 10

**ASSIGNMENT AND AGREEMENT**

**WHEREAS**, Michael A. Porter of 9123 Sycamore Lane N, Maple Grove, Minnesota 55369; Harapanahalli S. Muralidhara of 2325 Yuma Lane North, Plymouth, Minnesota 55447; Ian Purtle of 1280 Zircon Lane North, Plymouth, Minnesota 55447; Jagannadh V. Satyavolu of 1818 23rd Street NW, Cedar Rapids, Iowa 52405; William H. Sperber of 5814 Oakview Circle, Minnetonka, Minnesota 55345; Daniele Karleskind of 10500, 33rd Ave. N., Plymouth, Minnesota 55441; Ann M. Stark of 2235 Plymouth Street, Marion, Iowa 52302; Jane E. Friedrich of 19450 Rosedale Ave, Deephaven, MN 55331 and Scott D. Johnson of 110 Maple Farms Road, Ephrata, PA 17522; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **PROTEIN SUPPLEMENTED COOKED DOUGH PRODUCT** (Atty. Dkt. No. 023829-0133) for which an application for United States Letters Patent was filed on November 20, 2001 as Application No. 09/989,743; and

**WHEREAS**, Cargill, Inc., a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at 15407 McGinty Road W., Wayzata, Minnesota 55391 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

**NOW THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

**ASSIGNOR HEREBY AUTHORIZES AND REQUESTS** the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

**ASSIGNOR HEREBY AGREES** (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such

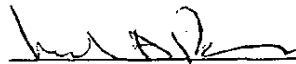
proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

**ASSIGNOR HEREBY REPRESENTS AND WARRANTS** that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

**ASSIGNOR HEREBY GRANTS** to the law firm of **Foley & Lardner** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

**ASSIGNOR UNDERSTANDS AND AGREES** that the attorneys and agents of the law firm of **Foley & Lardner** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

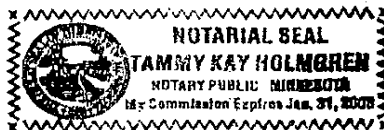
Executed this 19<sup>th</sup> day of March, 2002.



MICHAEL A. PORTER

State of Minnesota )  
County of Stearns ) ss.

On this 19<sup>th</sup> day of March, 2002, before me, a notary public in and for said county, appeared MICHAEL A. PORTER, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)

  
Notary Public

My Commission Expires: 1/31/05

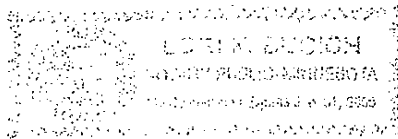
Executed this 22 day of March, 2002

Harapanahalli S. Muralidhara

HARAPANAHALLI S. MURALIDHARA

State of Minnesota  
County of Hennepin

On this 22 day of March, 2002, before me, a notary public in and for said county, appeared HARAPANAHALLI S. MURALIDHARA, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)

Lorin M. Davidson

Notary Public

My Commission Expires: 1-31-05

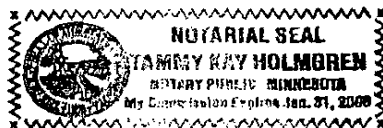
Executed this 19<sup>TH</sup> day of MARCH, 2002

Ian Purtle

IAN PURTLE

State of Minnesota  
County of Hennepin

On this 19<sup>th</sup> day of March, 2002, before me, a notary public in and for said county, appeared IAN PURTLE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)

Tammy Ray Holmgren

Notary Public

My Commission Expires: 1/31/05

Executed this 20 day of March, 2002

Slr Jagannadh  
JAGANNADH V. SATYAVOLU

State of Iowa )  
County of Linn ) ss.

On this 20<sup>th</sup> day of March, 2002, before me, a notary public in and for said county, appeared JAGANNADH V. SATYAVOLU, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Nancy A Peters  
Notary Public

My Commission Expires: 9/12/2003

(Seal)

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
WILLIAM H. SPERBER

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a notary public in and for said county, appeared WILLIAM H. SPERBER, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(Seal)

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

JAGANNADH V. SATYAVOLU

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public in and for said county, appeared JAGANNADH V. SATYAVOLU, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Notary Public

My Commission Expires: \_\_\_\_\_

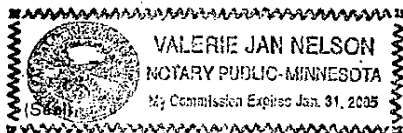
(Seal)

Executed this 22 day of March, 2002

William H. Sperber  
WILLIAM H. SPERBER

State of Minnesota )  
 ) ss.  
County of Hennepin )

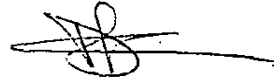
On this 22nd day of March, 2002, before me, a notary public in and for said county, appeared WILLIAM H. SPERBER, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



Valerie Jan Nelson  
Notary Public  
My Commission Expires: January 31, 2005



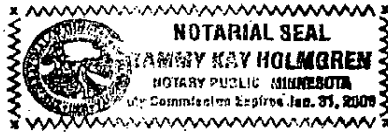
Executed this 19 day of March, 2002



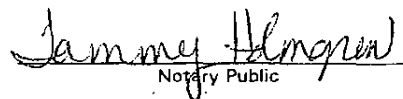
DANIELE KARLESKIND

State of Minnesota )  
County of Hennepin ) ss.

On this 19<sup>th</sup> day of March, 2002, before me, a notary public in and for said county, appeared DANIELE KARLESKIND, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)

  
Notary Public

My Commission Expires: 1/31/05

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ANN M. STARK

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a notary public in and for said county, appeared ANN M. STARK, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Notary Public

My Commission Expires: \_\_\_\_\_

(Seal)

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_  
DANIELE KARLESKIND

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a notary public in and for said county, appeared DANIELE KARLESKIND, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(Seal)

Executed this 20<sup>th</sup> day of March, 2002.

State of Iowa )  
 ) ss.  
County of Linn )

\_\_\_\_\_  
ANN M. STARK

On this 20<sup>th</sup> day of March, 2002, before me, a notary public in and for said county, appeared ANN M. STARK, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
Nancy A. Peters  
Notary Public

My Commission Expires: 9/12/2003

(Seal)

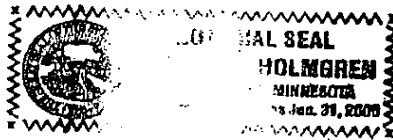
Executed this 19 day of March, 2002

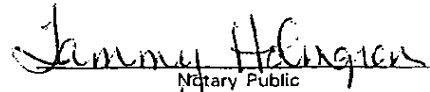
  
JANE E. FRIEDRICH

State of Minnesota )  
County of Hennepin ) ss.

On this 19<sup>th</sup> day of March, 2002, before me, a notary public in and for said county, appeared JANE E. FRIEDRICH, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

(Seal)



  
Notary Public  
My Commission Expires: 1/31/05

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
SCOTT D. JOHNSON

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a notary public in and for said county, appeared SCOTT D. JOHNSON, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

(Seal)

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

State of \_\_\_\_\_ )  
 )ss.  
County of \_\_\_\_\_ )

JANE E. FRIEDRICH

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public in and for said county, appeared JANE E. FRIEDRICH, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Notary Public

My Commission Expires: \_\_\_\_\_

(Seal)

Executed this 19<sup>th</sup> day of March, 2002.

State of PENNSYLVANIA )  
 )ss.  
County of LANCASTER )

SCOTT D. JOHNSON

On this 19th day of March, 2002, before me, a notary public in and for said county, appeared SCOTT D. JOHNSON, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Notary Public

My Commission Expires: \_\_\_\_\_

(Seal)

Notarial Seal  
Anna M. Charles, Notary Public  
Lititz Boro, Lancaster County  
My Commission Expires June 16, 2005  
Member, Pennsylvania Association of Notaries



UNITED STATES  
PATENT AND  
TRADEMARK OFFICE

28529/112  
mcs

DECEMBER 04, 2001

PTAS

Under Secretary of Commerce For Intellectual Property and  
Director of the United States Patent and Trademark Office  
Washington, DC 20231  
www.uspto.gov

FOLEY & LARDNER  
M. REED STAHELI  
FIRSTAR CENTER  
777 EAST WISCONSIN AVENUE  
MILWAUKEE, WISCONSIN 53202-5367



\*101865198A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 10/01/2001

REEL/FRAME: 012207/0682  
NUMBER OF PAGES: 6

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

PORTER, MICHAEL A.

DOC DATE: 08/27/2001

ASSIGNOR:

MURALIDHARA, HARAPANAHALLI S.

DOC DATE: 08/28/2001

ASSIGNOR:

PURTLE, IAN

DOC DATE: 08/27/2001

ASSIGNOR:

SATYAVOLU, JAGANNADH V.

DOC DATE: 08/15/2001

ASSIGNOR:

SPERBER, WILLIAM H.

DOC DATE: 09/06/2001

ASSIGNOR:

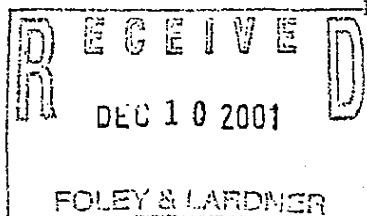
KARLESKIND, DANIELE

DOC DATE: 09/05/2001

ASSIGNOR:

STARK, ANN M.

DOC DATE: 08/13/2001



12/11/01

012207/0682 PAGE 2

ASSIGNEE:

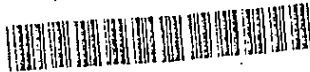
CARGILL, INC.  
15407 MCGINTY ROAD W.  
WAYZATA, MINNESOTA 55391

SERIAL NUMBER: 09883552  
PATENT NUMBER:

FILING DATE: 06/18/2001  
ISSUE DATE:

ALLYSON PURNELL, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

10-04-2001



101865198

Attorney Docket No. 023829-0112

U.S. DEPARTMENT OF COMMERCE

SHEET

Patent and Trademark Office

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

## 1. Name of conveying party(ies):

Michael A. Porter  
Harapanahalli S. Muralidhara  
Ian Purtle  
Jagannadh V. Satyavolu  
William H. Sperber  
Daniele Karleskind  
Ann M. Stark

Additional conveying party(ies)

NO

## 2. Name and address of receiving party(ies):

Cargill, Inc.  
15407 McGinty Road W.  
Wayzata, Minnesota 55391

OCT - 1 2001

## 3. Nature of conveyance:

ASSIGNMENT

## Execution Date:

August 27, 2001  
August 28, 2001  
August 27, 2001  
August 15, 2001  
September 6, 2001  
September 5, 2001  
August 13, 2001

Additional name(s) &amp; address(es) attached? NO

## 4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

A. Patent Application Number(s):

09/883,552

B. Patent Number(s):

Additional numbers attached? NO

## 5. Name and address of party to whom correspondence concerning document should be mailed:

M. Reed Staheli  
FOLEY & LARDNER  
Firststar Center  
777 East Wisconsin Avenue  
Milwaukee, Wisconsin 53202-5367

## 6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

☒ Check Enclosed

Charge to deposit account

8. Deposit account number: 06-1447

DO NOT USE THIS SPACE

## 9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

M. Reed Staheli

7/25/01

Name of person signing

Signature

Date

01/03/2001 LNUELLER 00000160 09883552

Registration No. 47,949

FC:581

40.00

Total number of pages including cover sheet, attachments, and document: 6

ASSIGNMENT AND AGREEMENT

*WHEREAS*, Michael A. Porter of 9123 Sycamore Lane N, Maple Grove, Minnesota 55369; Harapanahalli S. Muralidhara of 2325 Yuma Lane North, Plymouth, Minnesota 55447; Ian Purtle of 1280 Zircon Lane North, Plymouth, Minnesota 55447; Jagannadh V. Satyavolu of 1818 23rd Street NW, Cedar Rapids, Iowa 52405; William H. Sperber of 5814 Oakview Circle, Minnetonka, Minnesota 55345; Daniele Karleskind of 10500, 33rd Ave. N., Plymouth, Minnesota 55441 and Ann M. Stark of 2235 Plymouth Street, Marion, Iowa 52302; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **MODIFIED OILSEED MATERIAL** (Atty. Dkt. No. 023829-0112) for which an application for United States Letters Patent was filed on June 18, 2001 as Application No. 09/883,552; and

*WHEREAS*, Cargill, Inc., a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at 15407 McGinty Road W., Wayzata, Minnesota 55391 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

*NOW THEREFORE*, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

*ASSIGNOR HEREBY AUTHORIZES AND REQUESTS* the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

*ASSIGNOR HEREBY AGREES* (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney,



oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

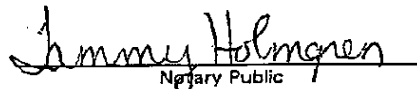
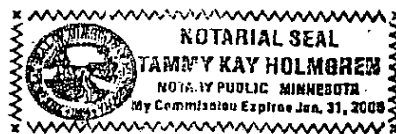
Executed this 27 day of August, 2001.



MICHAEL A. PORTER

State of Minnesota )  
County of Hennepin ) ss.

On this 27<sup>th</sup> day of August, 2001, before me, a notary public in and for said county, appeared MICHAEL A. PORTER, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

  
Notary Public

My Commission Expires: 1/31/08

(Seal)

Executed this 28 day of Aug, 2001.

HARAPANAHALLI S. MURALIDHARA  
HARAPANAHALLI S. MURALIDHARA

State of Minnesota ss.  
County of Hennepin

On this 28<sup>th</sup> day of August, 2001, before me, a notary public in and for said county, appeared HARAPANAHALLI S. MURALIDHARA, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



Tammy Holmgren  
Notary Public

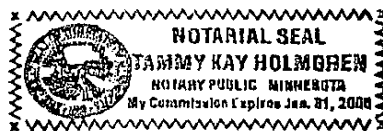
My Commission Expires: 1/31/08

Executed this 27<sup>th</sup> day of August, 2001.

IAN PURTLE  
IAN PURTLE

State of Minnesota ss.  
County of Hennepin

On this 27<sup>th</sup> day of August, 2001, before me, a notary public in and for said county, appeared IAN PURTLE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



Tammy Holmgren  
Notary Public

My Commission Expires: 1/31/08

Executed this 15 day of August, 2001.

Jagannadh V. Satyavolu

JAGANNADH V. SATYAVOLU

State of Iowa )  
County of Linn ) ss.

On this 15<sup>th</sup> day of August, 2001, before me, a notary public in and for said county, appeared JAGANNADH V. SATYAVOLU, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Nancy A. Peters  
Notary Public

My Commission Expires: 9/12/2003

(Seal)

Executed this 6<sup>th</sup> day of September, 2001.

William H. Sperber  
WILLIAM H. SPERBER

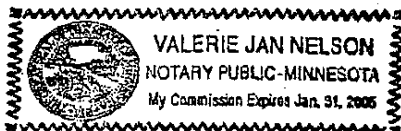
State of Minnesota )  
County of Hennepin ) ss.

On this 6<sup>th</sup> day of September, 2001, before me, a notary public in and for said county, appeared WILLIAM H. SPERBER, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Valerie Jan Nelson  
Notary Public

My Commission Expires: January 31, 2005

(Seal)



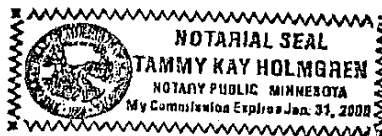
Executed this 5 day of September, 2001.



DANIELE KARLESKIND

State of Minnesota )  
County of Hennepin ) ss.

On this 5 day of September, 2001, before me, a notary public in and for said county, appeared DANIELE KARLESKIND, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

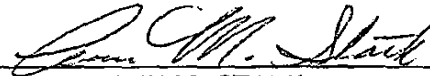


(Seal)

  
Notary Public

My Commission Expires: 1/31/02

Executed this 13<sup>th</sup> day of August, 2001.



ANN M. STARK

State of IOWA )  
County of LINN ) ss.

On this 13<sup>th</sup> day of AUGUST, 2001, before me, a notary public in and for said county, appeared ANN M. STARK, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

  
Notary Public

My Commission Expires: MAY 6, 2004

(Seal)

